

Proposal will be rejected. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies of the Proposal, the Proposal may be rejected. However, if not so rejected, the Master Copy will provide the basis for resolving such discrepancies. If one (1) copy of the Final Proposal is not clearly marked "Master Copy," the State may reject the bid; however, the State, at its sole option, may select, immediately after Proposal opening, one (1) copy to be used as the Master Copy.

2.3.3 Confidentiality

Final Proposals are public upon opening; however, the contents of all Proposals, Draft Proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Bidder's Proposal shall be held in confidence until notice of Intent to Award. Bidders should be aware that marking a document "confidential" or "proprietary" in a Final Proposal will not keep that document, after notice of Intent to Award, from being released as part of the public record, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the Bidder's Proposal shall be held confidential indefinitely unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the bid.

Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's Proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code Section 19570 et seq.

Maintaining the confidentiality of information that is designated as confidential by the State is paramount; it cannot be over emphasized.

2.3.4 Bidder's Cost

Costs for developing Proposals and bids are entirely the responsibility of the Bidder and shall not be chargeable to the State.

2.3.5 False or Misleading Statements

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Bidder may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this ITP, it will be the basis for rejection of the Proposal.

2.3.6 Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Draft Proposal at any time by written notification. A Bidder may withdraw its Final Proposal at any time prior to the Proposal submission time specified in Section 1.5, Key Action Dates, by submitting a written notification of withdrawal signed by the Bidder authorized in accordance with Section 2.3.2.1, Signature of Proposal. The Bidder may thereafter submit a new or modified Proposal prior to such Proposal submission date and time. Modification offered in any other manner, oral or written, will not be considered. Clarifications as described in paragraph 2.3.1.7, Evaluation of Final Proposals are not modifications. Final Bids cannot be changed or withdrawn after the time designated for receipt, except as provided in Section 2.3.8.4, Errors in the Final Proposal.

2.3.7 Rejection of Bids

The State may reject any or all bids and may waive any immaterial deviation or defect in a bid. The State's waiver of any immaterial deviation or defect shall in no way modify the ITP documents or excuse the Bidder from full compliance with the ITP specifications if awarded the contract.

2.3.8 Evaluation and Selection Process

2.3.8.1 General

Final Proposals and bids will be evaluated according to the procedures contained in the Section 9, Evaluation of Proposals. The same evaluation procedures will be applied to Draft Proposals, excluding cost evaluation and contract language.

2.3.8.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing.

2.3.8.3 Demonstration

This procurement will not require a demonstration.

2.3.8.4 Errors in the Final Proposal

An error in the Final Proposal may cause the rejection of that Proposal; however, the State, at its sole option, may retain the Proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the Proposal to the format and content required by the ITP, and any unusual complexity of the format and content required by the ITP.

1. If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State, at its sole option, may correct an error based on that established intent.
2. The State, at its sole option, may correct obvious clerical errors.
3. The State, at its sole option, may correct discrepancy and arithmetic errors on the basis that, if intent is not clearly established by the complete Proposal submittal, the Master Copy shall have priority over additional copies, the Proposal narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be

the amount obtained by dividing the total price by the quantity of the item.

4. The State, at its sole option, may correct errors of omission, and in the following four situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete Proposal submittal.
 - If an item is described in the narrative and omitted from the cost data provided in the Proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
 - If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the Proposal will be interpreted to mean that the item will be provided at no cost.
 - If a major item is not mentioned at all in the Final Proposal, the Proposal will be interpreted to mean that the Bidder does not intend to supply that item.
 - If a major item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.
5. If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the Proposal, or at its sole option, recompute such costs based on instructions contained in the ITP.

If the recomputations or interpretations, as applied in accordance with Section 2.3.8.4, Errors in the Final Proposal, subsection 4, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its Proposal.

It is absolutely essential that Bidders carefully review the cost elements in their Final Proposal.

6. In the event an ambiguity or discrepancy between the general requirements described in Section 4, Proposed System, and the specific technical requirements set forth in Section 6, System and Operations Requirements, is detected after the opening of bids, Section 6, and the Bidder's response thereto, shall have priority over Section 4 and the Bidder's response thereto. Refer to Section 2.2.2 regarding immediate notification to the State contact when ambiguities, discrepancies, omissions, etc. are discovered.

2.3.9 Contract Award

Award of contract, if made, will be in accordance with Section 9, Evaluation of Proposals, to a responsible Bidder whose Final Proposal complies with all the requirements of the ITP and any addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within two hundred and forty (240) days after the

scheduled date for the Intent to Award specified in Section 1.5, Key Action Dates; however, a Bidder may extend the offer beyond two hundred and forty (240) days in the event of a delay of contract award.

The State reserves the right to modify or cancel in whole or in part its ITP.

Written notification of the State's Intent to Award will be made to all Bidders. If a Bidder, having submitted a Final Proposal, can show that its Proposal, instead of the Proposal selected by the State, should be selected for contract award according to the rules of Section 2.3.8, Evaluation and Selection Process, the Bidder will be allowed five (5) working days to submit a protest to the Intent to Award, according to the instructions contained in ITP Section 2.5.1, Protests.

2.3.10 Debriefing

A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the ITP specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Form

The State has a contract form to be used by State agencies when contracting for EDP or telecommunications goods and services. The contract provisions appropriate for the specific requirements of this ITP are included in Appendix I, Terms and Conditions. It is the responsibility of the Bidder to review the contract because it will be used as the basis for contract negotiation.

2.4.2 Specific Terms and Conditions

The form of the contract permits, where appropriate, the substitution and/or insertion, by the Bidder, of Bidder-specified language. All such substitutions and insertions must be approved by the Department of General Services. The Department of General Services may request the Department of Information Technology's concurrence on the approval of changes involving significant issues. Terms and conditions which do not comply in substance with all material requirements of the ITP, which are contrary to the best interests of the State, or which are in opposition to State policy will not be accepted.

2.4.3 Contract Negotiations

Bidders may submit proposed language changes to the contract by the dates specified in Section 1.5, Key Action Dates for submission of Final Proposals. The instructions for proposing language changes are in Appendix H. The contract model is located in Appendix I, Terms and Conditions: Model Contract. The State will schedule contract negotiations with the Apparently Successful Bidder during the time frame noted in Section 1.5, Key Action Dates.

2.4.4 Approval of Proposed Contract

It is required that any vendor who intends to bid on this ITP submit its proposed contract to the State in accordance with the schedule contained in Section 1.5, Key Action Dates. The proposed contract must be clearly labeled "Proposed Contract" with the ITP identification from the ITP title page.

Appendix H contains a set of instructions to guide the Bidder through a step-by-step procedure for negotiating contract language and securing State approval.

2.4.5 Term of Contract

The State intends to retain the required goods and services for at least the period specified elsewhere in this ITP. Ideally, the term of the contract will be for the specified period. If the State requires the contract to be terminated during the contract period, such a requirement will be specified in Section 5, Administrative Requirements. The State will accept a contract for a longer period than specified if, at the sole option of the State, the contract may be terminated at

the end of the period specified without the payment of termination charges.

2.5 Other Information

2.5.1 Protests

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the Bidder must make full and timely use of the procedures described in this Section 2 to resolve any outstanding issue(s) between the Bidder and the State. The procurement procedure is designed to give the Bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counterproposals before the Final Proposal is due. The protest procedure is made available in the event that a Bidder cannot reach a fair agreement with the State after exhausting these procedures. In such cases, a protest may be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" will be heard and resolved by the Deputy Director of the Department of General Services Procurement Division whose decision will be final.

If a Bidder has submitted a bid which it believes to be totally responsive to the requirements of the ITP and to be the bid that should have been selected according to the evaluation procedure in the Section on Evaluation of Proposals and the Bidder believes the State has incorrectly selected another bidder for award, the Bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful bidder" will be heard and resolved by the State Board of Control whose decision will be final.

All protests must be made in writing, signed by an individual authorized under Section 2.3.2.1, Signature of Proposals, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street Address:

Deputy Director
Procurement Division
1823 14th Street
Sacramento, CA 95814

Mailing Address:

Deputy Director
Procurement Division
P.O. Box 942804
Sacramento, CA 94204-0001

All protests of the ITP or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective times and dates specified in Section 1 for such protests or the respective date of the Notification of Intent to Award, whichever is later. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

2.5.2 News Releases

Any publications or news releases relating to a contract resulting from this ITP shall not be made without **prior written approval** of the Department Official listed in Section 1.4.

2.5.3 Disposition of Proposals

All materials submitted in response to this ITP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. The Master Copy shall be retained for official files and will become a public record after the date and time for the Final Proposal, public cost proposal opening, as specified in Section 1.5, Key Action Dates. However, confidential financial information submitted in support of the requirement to show Bidder responsibility will be returned upon request.

2.5.4 Contacts for Information

Bidders may contact the Bidders' Library Contact listed in Section 3.12 for visits to the physical installation locations for purposes of familiarization and evaluation of the current processes. Visits shall be made by appointment only, during normal business hours, and will be limited to the Bidders' Library Contact listed in Section 3.12 or the Contact's designee. Visits shall be permitted to the extent that they do not unduly interfere with the conduct of State business.

Oral communications of department officers and employees concerning this ITP shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this ITP.